

Attorney Docket No: IMMR-064/00US **PATENT**

DECLARATION

As a below named inventor, I hereby declare that:

My residence, post office address and citizenship are as stated next to my name;

I believe I am the original, first and sole inventor (if only one name is listed below) or an original, first and joint inventor (if plural names are listed below) of the subject matter which is claimed and for which a patent is sought on the invention entitled:

METHOD AND APPARATUS FOR PROVIDING HAPTIC FEEDBACK HAVING A POSITION-BASED COMPONENT AND A PREDETERMINED TIME-BASED COMPONENT

the specification of which:

(check one)

[] is attached hereto;

[x] was filed as United States Application Serial No. 10/758,599 on January 16, 2004, and was amended on ___ (if applicable);

I have reviewed and understand the contents of the above-identified specification, including the claims, as amended by any amendment referred to above;

I acknowledge the duty to disclose to the U.S. Patent and Trademark Office all information which is known to me to be material to the patentability of said invention in accordance with 37 C.F.R. §1.56;

I hereby claim the benefit under 35 U.S.C. §119(e) of any United States provisional application(s) listed below:

(Application Number)	(Filing Date) (day, month, year)
(Application Number)	(Filing Date) (day, month, year)

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Full name of first inventor: **Danny GRANT**

Inventor's signature Danny Grant Date June 14, 04
Residence: Montreal, Qc H2S 2C8
Citizen of: Canada
Post Office Address: 5961 de la Roche #4, Montreal, Qc H2S 2C8

OIPE JC81
JUN 21 2004
PATENT & TRADEMARK OFFICE

Attorney Docket No: IMMR-064/00US **PATENT**

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of: Danny GRANT

Examiner: Unassigned

Serial No. 10/758,599

Art Unit: 2837

Confirmation No.: 5397

Filed: January 16, 2004

For: **METHOD AND APPARATUS FOR PROVIDING HAPTIC FEEDBACK HAVING A POSITION-BASED COMPONENT AND A PREDETERMINED TIME-BASED COMPONENT**

U.S. Patent and Trademark Office
220 20th Street South
Customer Window, Mail Stop Missing Parts
Crystal Plaza Two, Lobby, Room 1B03
Arlington, VA 22202

POWER BY ASSIGNEE AND STATEMENT UNDER 37 C.F.R. §3.73(b)

The Assignee of the entire right, title, and interest in the above-identified application hereby grants the registered practitioners of Cooley Godward LLP included in Customer Number (1), and the registered practitioners of Immersion Corporation included in Customer Number (2) provided below, power to act, prosecute, and transact all business in the U.S. Patent and Trademark Office in connection with this application, any applications claiming priority to this application, and any patents issuing therefrom.

The Assignee certifies that to the best of its knowledge and belief it is the owner of the entire right, title, and interest in and to the above-identified application as evidenced by:

[x] An assignment document, a copy of which is enclosed herewith;

[] An assignment previously recorded in the U.S. Patent and Trademark Office at Reel ___, Frame ___.

Please direct all telephone calls and correspondence to:

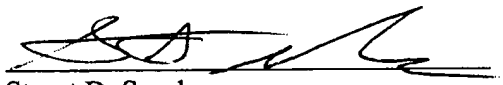
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Tel: (703) 456-8000
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CUSTOMER NUMBER (1): 22903

CUSTOMER NUMBER (2): 34300

The undersigned (whose title is supplied below) is empowered to sign this statement on behalf of the Assignee.

Date: 6/21/04

Signature: 
Name: Stuart D. Smolen
Title: Director of Intellectual Property
Company: Immersion Corporation

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Attorney Docket No: IMMR-064/00US **PATENT**

ASSIGNMENT
(Sole)

Danny Grant, residing at 5961 de la Roche #4, Montreal, Quebec H2S 2C8, Canada (referred to as "Assignor") has made an invention(s) (the "Invention(s)") set forth in an application for patent of the United States, entitled **METHOD AND APPARATUS FOR PROVIDING HAPTIC FEEDBACK HAVING A POSITION-BASED COMPONENT AND A PREDETERMINED TIME-BASED COMPONENT**, and which is a:

(1) [] provisional application
 (a) [] to be filed herewith; or
 (b) [] bearing Application No. , and filed on ; or

(2) [x] non-provisional application
 (a) [] to be filed herewith; or
 (b) [x] bearing Application No. 10/758,599, and filed on January 16, 2004.

WHEREAS, Immersion Corporation, a corporation duly organized under and pursuant to the laws of Delaware, and having its principal place of business at 801 Fox Lane, San Jose, CA 95131 (the "Assignee"), is desirous of acquiring the entire right, title, and interest in: the Invention(s); the application for patent identified in paragraph (1) or (2); the right to file applications for patent of the United States or other countries on the Invention(s); any application(s) for patent of the United States or other countries claiming priority to these application(s); any provisional or other right to recover damages, including royalties, for prior infringements of these applications; and any patent(s) of the United States or other countries that may be granted therefor or thereon.

NOW, THEREFORE, for good and sufficient consideration, the receipt of which is hereby acknowledged, and to the extent that the Assignor has not done so already via a prior agreement with the Assignee, or if the Assignor has already done so via a prior agreement with the Assignee then in confirmation of any obligation to do so in said prior agreement, the Assignor has sold, assigned, transferred, and set over, and by these presents does sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns, the Assignor's entire right, title, and interest in:

(a) the Invention(s);

(b) the application for patent identified in paragraph (1) or (2);

(c) the right to file applications for patent of the United States or other countries on the Invention(s), including all rights under the Hague Convention, the Paris Convention for the Protection of Industrial Property, and under the Patent Cooperation Treaty;

(d) any application(s) for patent of the United States or other countries claiming the Invention(s);

(e) any application(s) for patent of the United States or other countries claiming priority to the application for patent identified in paragraph (1) or (2) or any application(s) for patent claiming the Invention(s), including any division(s), continuation(s), and continuation(s)-in-part;

(f) any provisional or other right to recover damages, including royalties, for prior infringements of any application for patent identified in the proceeding paragraphs (b)-(e); and

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(g) any patent(s) of the United States or other countries that may be granted for or on any application for patent identified in the preceding paragraphs (b) – (e), including any reissue(s) and extension(s) of said patent(s).

The above-granted rights, titles, and interests are to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, as fully and entirely as the same would have been held and enjoyed by the Assignor had this sale and assignment not been made.

The Assignor hereby represents to the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, or if applicable, at such time said prior agreement was executed, the Assignor is the sole and lawful owner of the entire right, title, and interest in and to the Invention(s), that the Invention(s) are unencumbered, except, if applicable, by obligation to assign in accordance with said prior agreement, and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner set forth herein.

The Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that the Assignor will sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done in connection with any and all proceedings for the procurement, maintenance, enforcement and defense of the Invention(s), said applications, and said patents, including interference proceedings, without charge to the Assignee, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns.

The Assignor hereby authorizes and requests the attorneys of COOLEY GODWARD L.L.P. to insert in the spaces provided above the filing date, the application number, and the attorney docket number of the application identified in paragraph (1) or (2) when known.

The Assignor hereby requests the Commissioner of Patents to issue said patents of the United States to the Assignee for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

Date: June 14, 04 By: _____
Danny Grant

State of _____)
ss.
County of_____)

On _____, before me, _____, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature of Notary Public

Place Notary Seal Above

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